

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF WEST VIRGINIA  
WHEELING

FILED

AUG 12 2022

U.S. DISTRICT COURT-WVND  
WHEELING, WV 26003

GREG GIVENS )

dba/AMERICAN ENTERPRISE  
ACQUISITIONS, LLC )

P.O. BOX 117 )

BELLAIRE, OH 43906, )

Plaintiff, )

vs. )

JOHN LONGWELL )

901 WARWOOD AVENUE )

WHEELING, WV 26003, )

H.E. NEUMANN CO. / )

JOHN D. LONGWELL )

100 MIDDLE CREEK ROAD )

TRIADDELPHIA, WV 26059 )

Defendant(s). )

Case No: 5:22-cv-193

Judge: Bailey

Magistrate: Morrow

COMPLAINT FOR DAMAGES

FEDERAL QUESTION

DIVERSITY ACTION

CLAIM

FEDERAL COMPLAINT

NATURE OF ACTION

1. This is a federal-question and diversity action under Federal statutes, and common law claims under West Virginia law. Plaintiff asserts claims against JOHN LONGWELL, and H.E. NEUMANN CO., for fraud, intent to destroy interstate commerce, tortious interference with breach of contract, federal contract, misappropriation, economic duress and malice. And federal-question and diversity action involving claims under the Lanham Act, 15 U.S.C. § 1125, and that which may arise under other appropriate federal statutes.

1           2. Defendant JOHN LONGWELL ("LONGWELL"), and H.E. NEUMANN / JOHN  
2 D. LONGWELL ("NEUMANN") have committed wanton acts which interfere  
3 with Plaintiff's interstate contracts, and business relations, and  
4 with the Federal government, and in doing so has falsely and  
5 fraudulently taken from Plaintiff, and committed wanton acts  
6 associated against the Plaintiff, and done so with clear will, intent,  
7 and malice, regulated under Federal law.

8  
9           THE PARTIES

10           3. Plaintiff GIVENS is a operator of mechanical contracting, real  
11 property, general contracts and services, with his principal place of  
12 business in Ohio at: 3735 Highland Avenue. Shadyside, OH 43947, and  
13 whose mailing address is: P.O. Box 117, Bellaire, OH 43946.

14           4. JOHN LONGWELL, who address is registered and transacts  
15 business within this jurisdictional district and principal employ, has  
16 above in West Virginia, and conjugates at: 901 Warwood Avenue,  
17 Wheeling, WV 26003.

18           5. H.E. NEWMANN CO. / JOHN D. LONGWELL, transacts business is  
19 within this jurisdictional district and principal provider in  
20 commercial, industrial, and residential mechanical contracting  
21 services, AND has been in West Virginia, and is located at: 100 Middle  
Creek Road, Triadelphia, WV 26059.

22           JURISDICTION AND VENUE

23           6. The Court has subject matter jurisdiction in this Action  
24 pursuant to 28 U.S.C. §§ 1331, 1332, and 1367. The Court has original  
25 jurisdiction pursuant to 28 U.S.C. § 1331 because Plaintiff's assert  
26 claims that arise under the laws of the United States, namely, the

1 Lanham Act, 15 U.S.C. § 1125. The Court has supplemental jurisdiction  
2 over Plaintiffs' state-law claims pursuant to 28 U.S.C. § 1367 because  
3 those claims are so related to Plaintiffs' federal-question claims  
4 that they form part of the same case and/or controversy.

5 7. The Court also has subject matter jurisdiction in this action  
6 pursuant to 28 U.S.C. § 1332(a)(1) because the Plaintiff Greg Givens,  
7 and Defendant JOHN LONGWELL and H.E. NEUMANN CO. / JOHN D. LONGWELL,  
8 are persons of different States and more than \$75,000 is in  
9 controversy. LONGWELL, NEUMANN acts interfere with and jeopardize  
10 Plaintiff's federal agreements with the United States government, from  
11 which Plaintiff's earnings sit within excess of contract, and common  
12 law misappropriation.

13 8. This Action is brought for damages and other appropriate  
14 statutory relief, under diversity, Federal Question, in addition to  
15 other appropriate relief under this Court's jurisdiction, including  
16 adverse possession.

17 9. Venue is proper in this Court pursuant to 28 U.S.C.  
18 1391(b)(2), as a substantial part of the events giving rise to  
19 Plaintiff's claims occurred in Wheeling, West Virginia, and within  
20 this judicial district.

21 FACTS COMMON TO ALL COUNTS

10. Plaintiff doing business in Ohio and West Virginia, features  
a diverse range of products and services regulated under federal law,  
affected by the acts or omissions of the Defendants, of a diversity  
state.

1           11. Plaintiff's success in the marketplace is dependent, in part,  
2 on long-standing working relationships with individuals and interstate  
3 commercial business companies. To this end, Plaintiff must ensure  
4 that his dealings comply with its partnering federal agencies' rules,  
contracts, licenses and restrictions.

5           12. Within a contractual framework, Plaintiff espouses a licensed  
6 business based in Ohio and West Virginia, within this Court's  
7 jurisdiction, selling licensed, contracting, heating and air  
8 conditioning products, intellectual properties and trademarked  
9 products and services, including federally-regulated vending and  
10 gaming machines, refrigeration, HVAC, heating and air handling  
11 services, import and export providing customers and consumers goods  
12 and services across interstate lines and in commerce. By virtue of  
13 Plaintiff's trade, profession, and business, at all times pertinent  
14 hereto, Plaintiff is licensed and organized under the laws and  
15 regulations of the United States, doing business in states of Ohio and  
16 West Virginia, and federally-regulated interstate commerce as a  
17 vendor, distributor, perspective federal contractor, and business  
18 consultant regulated under federal credit, banking and lending laws.  
19 Plaintiff's business interests included high and low-income affordable  
20 housing and leasing for the blind and the elderly, in the acquisition  
21 of investment properties and real estate, regulated by interstate  
commerce.

13. Plaintiff was informed by two federal agents that, Plaintiff  
was in the final stage of success in his acceptance by third-parities,  
until the named Defendant directly, intentionally and unlawfully  
interfered.

1           14. Plaintiff entered into a lending relationship with three (3)  
2 federally-regulated national banks, including The Huntington National  
3 Bank of West Virginia, to borrow money from, so as to pursue  
4 federally-regulated wholesale and retail selling, distribution and  
wholesale business operations.

5           15. Over the course of the last twenty four month, or within the  
6 statute of limitations under common law, the Plaintiff alleges, the  
7 Defendant engaged in a series of wonton actions that include:

8           16. Defendants JOHN LONGWELL, NEUMANN ("Defendants"), TO WIT:

9           17. In June, Defendant JOHN LONGWELL, and representative H.E.  
10 NEUMANN CO., deliberately, and willingly interfered in Plaintiff's  
11 real estate investments with third-parties, and with intent against  
12 the Plaintiff and his business interests, with clear knowledge and  
13 malice to destroy the Plaintiff, including property damage, as  
Defendant JOHN LONGWELL of H.E. NEUMANN CO., seen Plaintiff as  
competition.

14           18. In late June AND July of 2022, Defendant JOHN LONGWELL,  
15 representative through H.E. NEUMANN CO. complicit, continually do  
16 physical damage to Plaintiff's property, to shut down Plaintiff's  
17 business, for Defendants' personal, commercial, material, and  
financial gain;

18           19. In July 2022, Defendants LONGWELL, NEUMANN, complicit, posing  
19 as Plaintiff, affecting Federally-regulated utility authorities,  
20 raided Plaintiff's business, and take-over of Plaintiff's ability to  
21 conduct interstate business, cut trees and limbs, shrubbery, past  
barriers around Plaintiff's business, and to discourage customers from

1 doing business with Plaintiff, taking the property of Plaintiff,  
2 including theft and tampering with security devices, locks, and damage  
3 to Plaintiff's property and possessions, with the will and intent to  
4 place Plaintiff in a compromising position and vulnerable to  
5 intrusion, and to ruin the Plaintiff; Defendant JOHN LONGWELL,  
6 NEUMANN did damage to Plaintiff's property, cut, dumped, and placed  
7 tree limbs and obstacles for Plaintiff, and Plaintiff's customers to  
8 injure themselves and business associations, and incur further  
9 liability upon Plaintiff, for Defendants' personal, commercial,  
10 material, and financial gain;

11 20. In June of 2022, Defendants LONGWELL, NEUMANN, complicit,  
12 gained unauthorized access to trespass upon Plaintiff's business to  
13 break-in and take goods, and steal confidential Plaintiff information  
14 to use as an advantage to gain real property entitled to Plaintiff,  
15 for Defendants' personal, commercial, material, and financial gain;

16 21. In July 2022, Defendants were complicit, in taking federally-  
17 regulated securities from Plaintiff under the pretense of break-in,  
18 fraud and deception, and to financially benefit at Plaintiff's  
19 expense, for Defendants' personal, commercial, material, and financial  
20 gain;

21 22. In June and July of 2022, maintenance safety equipment was  
tampered with, then later stolen, by Defendants, complicit. later  
discovered by Plaintiff, again to seek advantage over Plaintiff as to  
do him harm, for Defendants' personal, commercial, material, and  
financial gain;

23. Over the course of the past several months, and earlier,  
Defendants LONGWELL, NEUMANN, complicit, meant to damage the

1 reputation of the Plaintiff, an to imply that he was "dead",  
2 "criminal", "mental", and "crazy.", wanting 'sympathy' from was  
3 otherwise Plaintiff customers, for Defendants' personal, commercial,  
4 material, and financial gain;

5 24. In July 2022, Defendants LONGWELL, NEUMANN, by fraud and  
6 deception gained unauthorized access to and into Plaintiff's records  
7 to access files, bank records, credit reports, and otherwise protected  
8 information under federal law, for Defendants personal, commercial,  
9 material, and financial gain;

10 25. Later in March Defendants LONGWELL, NEUMANN, hired persons to  
11 jump on, and to damage or otherwise steal, Plaintiff's vehicles and  
12 van used for business and commercial purposes, specifically for  
13 Defendants' personal, commercial, material, and financial gain, and to  
14 further stalk the Plaintiff, and his customers, and to further harass  
15 Plaintiff for his business, and sales campaign to damage the  
16 Plaintiff's personal and business reputation, for Defendants personal,  
17 commercial, material and financial gain;

18 26. In July and August of 2022, Defendants LONGWELL, NEUMANN,  
19 orchestrated a continual stalking and harassment with neighbors  
20 against the Plaintiff, with clear intent of public ridicule and  
21 scoffing of Plaintiff, the taking of Plaintiff's goods and services,  
and mockery of Plaintiff's scope in money, reputation and finance.

22 27. Defendants LONGWELL, NEUMANN, (collectively, "Defendants"),  
23 were neither a party to any of Plaintiff contracts and obligations,  
24 and have caused the Plaintiff to fail (both in it business and  
25 operations), and to satisfy its obligations in amounts exceeding  
26 federal jurisdiction in U.S.-backed investments).

1           28. In addition, and during the course of these events, and  
2 Defendants:

3           I.     On or about January 1, of 2021, and from February 1, 2022 to  
4 present, Plaintiff commenced a business relationship with a  
5 third-party, Huntington bank of West Virginia, other  
6 federally-regulated banking institutions, and the United  
7 States government, namely the U.S. government, which  
8 contemplated a \$180,000. And a Contract to do business with  
9 Plaintiff, whereby Greg Givens had a reasonable expectation of  
economic gain of \$389,000.00; and other contracts of in terms  
of profits, acquisitions, and real estate gain.

10           On or about June 1 - 30, 2019, and from February 1, 2018 to  
11 present, and it all times relevant to this action, the third  
12 party, Huntington bank of West Virginia, other federally-  
13 regulated banking institutions, and the United States  
14 government, namely the U.S. government, was an independent  
entity, unaffiliated with either Plaintiff or each Defendant.

15           II.   On or about June 1 - 30, 2022, prior to, and at present,  
16 during the time Greg Givens was negotiating with the third  
17 party, Huntington bank of West Virginia, other federally-  
18 regulated banking institutions, the United States government,  
19 namely the U.S. government, in connection with the business  
20 relationship described in Sub-paragraph I. Defendants began a  
21 course of conduct consisting of illegal break-ins of Greg  
Givens business and property, trespassing, surveillance,  
stalking, complicity and theft of documents, among other acts

1 and release of confidential sources and information, and  
2 interstate commerce trademark registration which was intended  
3 to disrupt Greg Givens' relationship with the third party, and  
4 invalidate the contract rights of the Plaintiff, interfere  
5 with valid and enforceable contracts between lease, vendor and  
6 another purchaser, and with debtor-creditor, and with a valid  
7 and enforceable contract, and which in fact did disrupt that  
8 relationship, and with malice. But for the Defendants'  
9 conduct, the Plaintiff would not have breached its contract  
10 with a third party.

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III. In engaging in the conduct described in Sub-paragraph II.,  
Defendants wrongfully interfered with a business relationship  
between Greg Givens and a bona-fide third party, intended to  
impair or destroy Greg Givens as business relationship with  
the third party, Huntington bank of West Virginia, other  
federally-regulated banking institutions, and the United  
States government, as a result which Greg Givens suffers loss  
or impairment and thereby destroying Greg Givens reasonable  
expectancy of economic gain. Defendant engaged in the  
following interfering conduct with malice toward Greg Givens  
and a desire to injure Greg Givens economically, and with  
wantonness and disregard of Givens and his rights. Defendant's  
conduct was improper, unlawful, and unfair, in that it violate  
state and federal statutes, and Commercial codes, and involved  
a Restraint of trade, was defamatory, and damaging to Greg  
Givens.

1 IV. The conduct engaged in by Defendants described in Sub-  
2 paragraph III. was the proximate cause of the loss or  
3 impairment of Greg Givens' business relationship with the  
4 third party, Huntington bank of West Virginia, other  
5 federally-regulated banking institutions, and the United  
6 States government, which resulted in Greg Givens' loss of the  
7 expectancy of economic gain.

8 V. As a result of the impairment or loss of Greg Givens' business  
9 relationship with a third party, Huntington bank of West  
10 Virginia, other federally-regulated banking institutions, and  
11 the United States government, Greg Givens suffered a loss of  
12 the economic expectancy arising from that relationship,  
13 including damages in the form of pain and suffering,  
14 defamation and slander, economic loss, and accounting greater  
15 than \$75,000.

16 VI. Defendants, without legitimate purpose, were not justified or  
17 privileged to engage in the conduct described in Sub-  
18 paragraphs I-V, which resulted in the impairment or loss of  
19 Greg Givens business relationship with a third party,  
20 Huntington bank of West Virginia, other federally-regulated  
21 banking institutions, and the United States government. Greg  
Givens suffered financial injury or pecuniary damages, and  
actual loss.

1           29. During the course of these events, Defendants LONGWELL,  
2 NEUMANN have mis-used confidential information against Plaintiff;  
3 utilized unethical conduct with schemes and fraud, mis-representation,  
4 intimidation, or molestation, and by means of restraint of trade,  
5 defamation against the Plaintiff, impugning trade, business or  
6 profession of the Plaintiff, and resulting in Plaintiff's injuries;  
7 and have affected borrowers and lenders, recouping costs, and mis-use  
8 of inside or confidential information affecting the Plaintiff to his  
9 injury.

10           30. With the intent to interfere, and for personal profit and  
11 gain, Defendants LONGWELL, NEUMANN, with cause and purpose and breach  
12 of Plaintiff's valid and enforceable contracts and to otherwise  
13 interfere with the Plaintiff's business and money-making processes.  
14 Defendants continue to discourage customers to do business with  
15 Plaintiff from Ohio and West Virginia to which those consumers intent  
16 to do business within the framework of federally protected activities,  
17 privileged actions, and confidential information (regulated by United  
18 States statute, and Congress).

19           31. All acts or omissions of the Defendants have taken place  
20 withing the last several months, or within the statute of limitations  
21 under common law.

          32. In addition, and in the course of competition, the Defendants  
used fraud and deceit to gain access to Plaintiff's property and  
equipment used in interstate commerce, such as commercial vehicles,  
and restricting access to businsss by restrictive barriers, preventing  
customer access to Plaintiff, and Plaintiff facilities, for their own  
commercial profit and gain.

1 33. Defendants LONGWELL, NEUMANN continue this conduct unabated,  
2 and have taken steps to continue the bad conduct, and refuse to stop.

3 34. The Plaintiff alleges that the Defendants made false  
4 statements and promises to third-parties to gain access to Plaintiff  
5 information, physical and intellectual properties. And revealing  
6 confidential and privileged information regulated by Congress directly  
7 causing interference with third parties, namely the federal  
8 government, and Congressionally-regulated banks and institutions under  
9 the laws of the United States.

10 35. With the intent to interfere with and cause breach of  
11 Plaintiff's valid and enforceable contracts and to otherwise interfere  
12 with malice against Plaintiff and his customers, his marketing  
13 processes, spreading malicious rumors with the public, and Plaintiff  
14 customers, and potential lessees, tenants, and supplying false  
15 information to said to third-parties, (making statements that falsely  
16 implicating the Plaintiff is "criminal" or crazy") to include  
17 (interactions with) the government and third-parities to contract,  
18 against the Plaintiff, knowing the statements were false at the time  
19 they were made, served and designed to induce third-party rebuke, and  
20 to view Plaintiff with rejection, aborhance, and distain to  
21 Plaintiff's injury(ies), with disparaging falsehoods.

18 COUNT I. - TORTIOUS INTERFERENCE WITH BUSINESS ADVANTAGE

19 (AS TO ALL DEFENDANTS)

20 36. Plaintiff incorporates by reference Paragraphs 1. through  
21 60., as if fully set forth herein.

1        37. The Defendant's conduct wrongfully and maliciously interfered  
2 with the ability of the Plaintiff to move forward with other  
3 opportunities for financing the operations of his business, as a  
4 direct and proximate result of Defendants LONGWELL, NEUMANN wrongful  
5 conduct described herein, Plaintiff has suffered and is entitled to  
6 recover from the Defendants, compensatory damages.

7                    COUNT II. - BREACH OF CONTRACT

8                    (AS TO ALL DEFENDANTS)

9        38. Plaintiff incorporates by reference Paragraphs 1. through  
10 60., as if fully set forth herein.

11        39. Plaintiff alleges their existence of an enforceable contract,  
12 of which Defendants LONGWELL, NEUMANN had full knowledge of, by evil  
13 means.

14        40. Defendants Plaintiff's federal contracts are valid and  
15 enforceable contracts. Plaintiff has also fulfilled all of its  
16 contractual obligations in the contracts with its customers, including  
17 the elderly, who would otherwise be vulnerable or open to the elements  
18 and homeless.

19        41. Defendants LONGWELL, NEUMANN had knowledge of Plaintiff's  
20 contract, including such Section relating to the lease and purchase of  
21 parcels, belonging to the Plaintiff.

      42. Defendants LONGWELL, NEUMANN, intentionally interfered with  
Plaintiff's contracts with the blind, disable, and Plaintiff's  
customers, by inducing Plaintiff customers to engage in avoidance of

1 Plaintiff, his business, housing strategies, playbook, politicking,  
2 and marketing, and that which is expressly stated in contract Section  
3 relating to the lease and purchase of Parcels in Belmont county, Ohio,  
4 of the contract to Plaintiff's harm, damaging the Plaintiff.

5 43. LONGWELL, NEUMANN, intentional interference was done without  
6 justification, and with allegory defamation against the Plaintiff.

7 44. LONGWELL, NEUMANN conduct of discouraging Plaintiff marketing  
8 has induced Plaintiff customers to breach their contracts of sub-lease  
9 and sales upon the subsequent lease and purchase of Parcel, and  
10 fulfillment of Plaintiff distribution and retail consumer contracts  
11 and real estate sales.

12 45. As a result of these breaches, Plaintiff has suffered and  
13 will continue to suffer damage, including but not limited to increased  
14 operating costs due to business disruptions; loss of revenues from  
15 prospective Givens customers who would have otherwise purchased  
16 products and services; and the costs of investigating Defendants  
17 LONGWELL, NEUMANN wrongful conduct.

18 46. LONGWELL, NEUMANN conduct has also caused irreparable injury  
19 to Plaintiff's goodwill and reputation and in increased risk of harm  
20 to public safety, injuries which are and continue to be ongoing and  
21 irreparable. Plaintiff lacks an adequate remedy at law, and an award  
of monetary damages alone cannot fully compensate Givens for his  
injuries. Accordingly, Plaintiff is entitled to an injunction.

47. Furthermore, because LONGWELL, NEUMANN has continued to  
operate their business in a such a way that damages Plaintiff, despite  
these Defendants' promises that they would cease and desist all such

1 activity (and ongoing attempts to hide same), LONGWELL, NEUMANN  
2 conduct constitutes wanton and malicious behavior warranting punitive  
3 damages.

4 COUNT III. - MISAPPROPRIATION

5 (AS TO ALL DEFENDANTS)

6 48. Plaintiff incorporates by reference Paragraphs 1. through  
7 60., as if fully set forth herein.

8 49. Defendants LONGWELL, NEUMANN have dishonestly took private  
9 and federally protecting information, used another's property for  
10 purpose for which it was not intended under interstate law, and that  
11 which belongs to Plaintiff, and used it for oneself, and to Defendants  
12 LONGWELL, NEUMANN, ends and means, with intent to totally destroy  
Plaintiff's business and business interests.

13 50. Plaintiff expends significant time, labor, and financial  
14 resources on developing its business and services, and in protecting  
15 this content from its competitors. Plaintiff strives to ensure that  
16 its protected and proprietary information cannot be easily duplicated  
without Plaintiff's prior consent.

17 51. Plaintiff's information and private data reflect not only the  
18 source of trade secrets, but also ever-changing level of availability  
19 of its goods and services on a particular deal. Thus, Plaintiff's  
information and data is sensitive.

20 52. Plaintiff's trade secrets and private data have substantial  
21 commercial value, particularly among Plaintiff's competitors.

1 Defendants LONGWELL, NEUMANN use of Plaintiff's private information  
2 and trade secret data in West Virginia and in interstate commerce  
3 constitutes free-riding on Plaintiff's labor, efforts, and resources.  
4 This wrongful act of free-riding advantages Defendants LONGWELL,  
5 NEUMANN because each Defendant, upon information and belief, is  
6 personally profiting from the use of this information. Defendants  
7 LONGWELL, NEUMANN acts also disadvantage legitimate attempts by  
8 Plaintiff and its authorized agents to use the federally protected  
9 information and private data. Because of these disadvantages,  
10 Defendants LONGWELL, NEUMANN free-riding discourages future  
11 investments in new commercial and business models and franchising of  
12 the Plaintiff.

13 53. As a result, Plaintiff has suffered and will continue to  
14 suffer damage to its goods, services and investment processes.

15 54. Furthermore, because Defendants LONGWELL, NEUMANN has  
16 continued to operate their business in a way that damages Plaintiff,  
17 despite these Defendants' promises that they would cease and desist  
18 all such activity, such Defendant's conduct constitutes wanton and  
19 malicious behavior warranting punitive damages.

20 COUNT IV. - FEDERAL UNFAIR COMPETITION; VIOLATION OF  
21 FEDERALLY PROTECTED RIGHTS

(AS TO ALL DEFENDANTS)

55. Plaintiff incorporates by reference Paragraphs 1. through  
60., as if fully set forth herein.

1           56. Defendant LONGWELL, NEUMANN have used threats, and otherwise  
2 attempted methods of intimidation and/or extortion against Plaintiff  
3 in acts of criminal hate, as defined under 18 U.S. Code §249, or  
4 corresponding section of federal code. Defendants conduct wrongfully  
5 and maliciously interfered with Plaintiff's federal contract(s), with  
6 the intent to harm Plaintiff, and because of his relationship with a  
7 third party, namely the United States government, and its agencies,  
8 and to permanently stop the ability of the Plaintiff to move forward  
9 with the operations of his business, and that as a direct and  
10 proximate result of Defendant LONGWELL, NEUMANN conduct thereto.  
11 Defendant LONGWELL, NEUMANN acting solely out of malice, or by  
12 improper or illegal means, amounted to a crime, or independent injury  
13 upon the Plaintiff.

14           57. Defendant LONGWELL, NEUMANN have interfered with the  
15 Constitutional Rights of Plaintiff by preventing Plaintiff from  
16 petitioning the government, and for effecting redress of his  
17 grievances, and have orchestrated a systematic campaign to prevent  
18 Plaintiff from reporting and enforcing those Rights over the course of  
19 these many months by act, threat, or intimidation.

20           58. Plaintiff has suffered, and continues to suffer, and is  
21 entitled to recovery, and appropriate remedy and damages.

COUNT V. - DAMAGES

(AS TO ALL DEFENDANTS)

59. Plaintiff incorporates by reference paragraphs 1 through 60., as if fully set forth herein.

Plaintiff Givens prays that the Court enter judgment in its favor and against Defendants LONGWELL, NEUMANN, and award Plaintiff the following relief: general, compensatory, and special damages in the amount of Three-Hundred Eighty Nine Thousand Dollars (\$ 389,000.00); plus Five Hundred Seventy Six Thousand Dollars (\$ 576,000.00) in total damages;

(i) Temporarily enjoin LONGWELL, NEUMANN, from tortuously interfering with Plaintiff's business and contracts; (ii) permanently enjoin LONGWELL, NEUMANN, from tortuously interfering with Plaintiff's business and contracts; (iii) award damages in Plaintiff's favor and against LONGWELL, NEUMANN, in excess of \$75,000; (iv) award punitive damages in Plaintiff's favor and against LONGWELL, NEUMANN,, because of such Defendant's wanton and malicious conduct; (v) award Plaintiff its costs; and (vi) grant such other or further relief as the Court deems just and equitable.

NOTICE TO THE COURT: IF ANYTHING SHOULD BEFALL THE PLAINTIFF, HIS BUSINESS, OR FAMILY, DURING THE COURSE OF THIS CASE, THE DEFENDANTS HEREIN NAMED ARE DIRECTLY RESPONSIBLE FOR SUCH ACTS.

1  
2 WHEREFORE, Plaintiff, GREG GIVENS, prays for RELIEF and JUDGMENT  
3 against Defendants.

4  
5 RESPECTFULLY SUBMITTED,

6 Dated: 12th day of August, 2022

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9 GREG GIVENS,

10 Pro se, Plaintiff

11 P.O. Box 117

12 Shadyside, OH 43906

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Federal Complaint

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
10/17/2016	201628601388	DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG (LCP)	99.00	0.00	0.00	0.00	0.00

**Receipt**

This is not a bill. Please do not remit payment.

ADVENTURE NOVELTY ASSOCIATION  
3735 HIGHLAND AVENUE  
SHADYSIDE, OH 43947

# STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, Jon Husted**  
**3949688**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**AMERICAN ENTERPRISE ACQUISITIONS, LLC**

and, that said business records show the filing and recording of:

Document(s)

**DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG**

Effective Date: 10/12/2016

Document No(s):

**201628601388**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio this  
17th day of October, A.D. 2016.

A handwritten signature in cursive script that reads "Jon Husted".

**Ohio Secretary of State**

CERTIFICATE OF SERVICE

The undersigned, certifies that a copy of the foregoing was served upon Clerk, Plaintiff's Complaint will be served upon the following, or an agent thereof, in accordance with Federal Rules of Civil Procedure, and that a notice as certifying the same be filed upon service, upon the following person(s):

JOHN LONGWELL

901 WARWOOD AVENUE

WHEELING, WV 26003,

H.E. NEUMANN CO. /

JOHN D. LONGWELL

100 MIDDLE CREEK ROAD

TRIADELPHIA, WV 26059

Respectfully submitted,

Dated: 12th day of August, 2022



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GREG GIVENS,

Pro se, Plaintiff

P.O. Box 117

Bellaire, OH 43906